

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: AS-0

May 25, 2006

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

STREET SWEEPING SERVICES SUPERVISORIAL DISTRICTS 2 AND 4 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
- 2. Find that this service can be more economically performed by an independent contractor than by County employees.
- 3. Award two contracts for Street Sweeping Services to the specified contractor in each area at the total amounts of compensation listed below. Direct the Mayor to execute the contracts. These contracts will be for a term of 36 months, commencing on July 1, 2006, through June 30, 2009. Funds for the first year of services are available in Public Works' 2006-07 Road Fund.

Contractor	Supervisorial	Area	Total Amount		
	District				
CleanStreet	2 & 4	Marina Del Rey	\$ 373,566		
R.F. Dickson Company, Inc.	2 & 4	San Pedro	\$ 123,285		

- 4. Delegate authority to the Director of Public Works to annually expend an extra 15 percent of the annual contract sum for additional, unforeseen sweeping services within the scope of these contracts.
- 5. Authorize the Director of Public Works to grant month-to-month extensions in each contract's term not exceeding a total of six months, for the convenience of the County; to terminate it, if, in the opinion of the Director, it is in the best interest of the County to do so; and to execute any future Board-approved amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to continue to obtain economical street sweeping services from responsive and responsible contractors. Public Works has been contracting for street sweeping services since 1988. The recommended contracts will annually service County-maintained streets, highways, and alleys of approximately 2,652 curb and 104 paved alley miles, and 4 public parking lots in Marina Del Rey; and approximately 2,184 curb and 156 paved alley miles in the San Pedro area.

<u>Implementation of Strategic Plan Goals</u>

This action is consistent with the County Strategic Plan Goals of Fiscal Responsibility, Organizational Effectiveness, and Children and Families' Well-Being. These contracts will improve internal operations through the utilization of the contractors' expertise to effectively provide these services in a timely, responsive, and cost-effective manner as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The contracts' annual amounts for street sweeping the areas of Marina Del Rey (SD 2 and 4) are \$124,522, and San Pedro (SD 4) \$41,095, respectively. Each contract will have a contingency of 15 percent for additional, unforeseen sweeping services within the scope of the contracts. The annual amounts are based on the annual prices quoted by the contractors. The additional funds may be used for emergency sweeping and/or additional sweeping services identified by the County during the terms of the contracts and will not be expended without the authorization of the Director. These contracts will commence upon July 1, 2006, through June 30, 2009, for a period of 36 months.

Financing for the first year of services for these contracts is included in Public Works' 2006-07 Road Fund. Future funding for the second and third contract years are anticipated to be included in the proposed Public Works' 2007-08 Road Fund and the

The Honorable Board of Supervisors May 25, 2006 Page 3

proposed Public Works' 2008-09 Road Fund. In addition, should an unanticipated need arise in other Public Works funds, we will finance the service from the appropriate fund source. However, total annual expenditures for these sweeping services will not exceed each contract's amount as approved by your Board. There will be no impact on net County cost.

Using a methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for these services. Based on the cost calculations, Public Works has determined that these services can be more economically performed by an independent contractor than by County employees.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contracts have been executed by the contractors and approved as to form by County Counsel.

Public Works has determined that the contractors comply with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agree to pay their full-time employees providing County services a living wage.

Public Works has accessed available resources to review and assess the proposed contractors' past performance, history of Labor Law violations, and prior performance on County contracts.

ENVIRONMENTAL DOCUMENTATION

With respect to requirements of the CEQA, these services are categorically exempt as specified in Appendix G, Class 1, Item (x) (22) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On March 9, 2006, Public Works solicited proposals from 68 independent contractors and community business enterprises to accomplish this work. Also, notice of the Request for Proposals (RFP) was placed on the County-s bid website (Enclosure A) and an advertisement was placed in the <u>Los Angeles Times</u>.

Pursuant to the applicable memorandum of understanding, the RFP for these contracted services was submitted on March 8, 2006, to the union for review before being released to the public. The union declined to meet with Public Works.

The Honorable Board of Supervisors May 25, 2006 Page 4

On April 3, 2006, three proposals were received for Marina Del Rey, and four proposals were received for San Pedro. All proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. All proposals having met those requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committees evaluation was based on criteria described in the RFP, which included price, experience, work plan, equipment, financial resources, references, and demonstrated controls over payroll/record keeping. One proposer was disqualified for submitting an inappropriate work plan and an inadequate equipment list in both of their proposals. A second proposer was disqualified for submitting an inappropriate work plan for Marina Del Rey. A third proposer was disqualified for submitting an inappropriate work plan for San Pedro. The fourth proposer, failed to adequately provide proof of financial resources to pay the Living Wage in their proposal; however, because this proposer currently is required to pay a Living Wage on several Board-approved contracts, a review of their past history, employee payment performance, and capabilities to pay a Living Wage was conducted in lieu of an optional interview. This review was to provide clarification only and did not result in any additions to their evaluation score. Since June 30, 2003, this proposer has been awarded four active Proposition A contracts with Public Works. Based on the monthly payroll reports that they provide to the Living Wage Monitoring Unit, and the employee interviews that are conducted at least once a year, the proposer does not have any financial problems and has continually demonstrated their ability to pay a living wage over many years. Thus, it was determined that the fourth proposer should not be disqualified despite the apparent deficiency in its proposal.

Based on these evaluations, it is recommended that contracts for these services be awarded to the highest-rated, most responsive, and responsible proposers as recommended above.

Enclosure B reflects the proposers' minority participation. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

These contracts contain terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work is started.

The Honorable Board of Supervisors May 25, 2006 Page 5

As requested by your Board, the contractors have submitted a safety record, which, in our opinion, reflects that activities conducted by each contractor in the past has been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that these contractors will not be requested to perform services that will exceed their individual contract-s approved amount, scope of work, terms and conditions, and/or duration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees as these services are currently being contracted.

CONCLUSION

Enclosed are three copies of each contract. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copies should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE Director of Public Works

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Enc. 8

cc: Chief Administrative Office County Counsel

BOARD EXECUTE

AGREEMENT FOR STREET SWEEPING SERVICES FOR MARINA DEL REY

STREET SWEEPING SERVICES FOR MARINA DEL REY
THIS AGREEMENT, made and entered into this day of, 2006 by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California a body corporate and politic (hereinafter referred to as COUNTY) and CleanStreet, a California corporation (hereinafter referred to as CONTRACTOR).
WITNESSETH
<u>FIRST</u> : The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposa filed with the COUNTY on April 3, 2006, hereby agrees to provide services as described in the attached specifications for Marina Del Rey Street Sweeping Services, including, but no limited to, Exhibit A, Scope of Work.
SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B. Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Vicinity Map for Marina Del Rey; and the CONTRACTOR'S Proposal, all attached hereto, the Request for Proposals and Addenda to the Request for Proposals are incorporated herein by reference and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract Documents.
THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an annual amount not to exceed \$124,522 (Maximum Contract Sum), or such greater amount as the Board may approve.
<u>FOURTH</u> : This Contract's term shall be for a period of 36 months, commencing on July 1, 2006, through June 30, 2009. The COUNTY, acting through the Director, may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.
FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices. // // // // // // // // // // // // /

<u>SIXTH</u>: Public Works will make payments to the CONTRACTOR within 30 days of receipt of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508 Alhambra, CA 91802-7508

<u>SEVENTH</u>: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

<u>EIGHTH:</u> The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

<u>TENTH:</u> In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, terms, and conditions as reflected in this AGREEMENT, or in Exhibits A through E, inclusive, the COUNTY'S provisions shall control and be binding.

<u>ELEVENTH:</u> The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

TWELFTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

//

IN WITNESS WHEREOF, the COUNTY has by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

	COUNTY OF LOS ANGELES
	By
	Mayor, Los Angeles County
ATTEST:	•
SACHI A. HAMAI Executive Officer of the Board of Supervisors of the County of Los Angeles	
By Deputy	
APPROVED AS TO FORM:	
RAYMOND G. FORTNER, JR. County Counsel	
By Robot Janting of	
Deputy (CLEANSTREET BY LITTLE
	Jere Costello
	By All Secretary
	Its Secretary RICK ANDERSON Type or Print Name

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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County of Los Angeles	
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State of California County of Los Angeles On May 23 2006, before me, personally appeared Jere Co	ostello and Rick Anderson —
	☐ personally known to me
JULIE WOI Commission # 1648738 Notary Public - California Los Angeles County My Comm. Expires Mar 28, 2010	proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Place Notary Seal Above	WITNESS my hand and official seal. Signature of Notary Public
Though the information below is not required by law	PTIONAL w, it may prove valuable to persons relying on the document and reattachment of this form to another document.
	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
☐ Individual	☐ Individual
☐ Corporate Officer — Title(s):	□ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General ☐ RIGHT THUMBPRIN OF SIGNER Top of thumb here	Attorney in Fact Attorney in Fact Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee Cop of thumb here
Undersity Other:	☐ Guardian or Conservator ☐ Other:
Signer Is Representing:	Signer Is Representing:

AGREEMENT FOR STREET SWEEPING SERVICES FOR SAN PEDRO

STREET SWEEPING SERVICES FOR SAN PEDRO
THIS AGREEMENT, made and entered into this day of, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and R.F. Dickson Company, Inc., a California corporation (hereinafter referred to as CONTRACTOR).
WITNESSETH
<u>FIRST</u> : The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 3, 2006, hereby agrees to provide services as described in the attached specifications for San Pedro Street Sweeping Services, including, but not limited to, Exhibit A, Scope of Work.
SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Vicinity Map for San Pedro; and the CONTRACTOR'S Proposal, all attached hereto, the Request for Proposals and Addenda to the Request for Proposals are incorporated herein by reference and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract Documents.
THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an annual amount not to exceed \$41,095 (Maximum Contract Sum), or such greater amount as the Board may approve.
<u>FOURTH</u> : This Contract's term shall be for a period of 36 months, commencing on July 1, 2006, through June 30, 2009. The COUNTY, acting through the Director, may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.
FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices. // // // // // // // // // // // // /

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<u>ELEVENTH:</u> The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

<u>TWELFTH</u>: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

// // //

// // IN WITNESS WHEREOF, the COUNTY has by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

	COUNTY OF LOS ANGELES
	By Mayor, Los Angeles County
ATTEST:	•
SACHI A. HAMAI Executive Officer of the Board of Supervisors of the County of Los Angeles	
By Deputy	
APPROVED AS TO FORM:	
RAYMOND G. FORTNER, JR. County Counsel	
By Robert Continued	
Deputy	R.F. DICKSON COMPANY, INC. By July
	Its President
	Type or Print Name
	By Set 3 Dohn Its Secretary
	Scott B. Dicleson Type or Print Name

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California		
State of California		
County of Jos Grace	les ss.	
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	•	
personally appeared <u>SCOTT</u> B	Name(s) of Signer(s),	
DICKSON -	☐ personally known to me	
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Commission # 1615968	acknowledged to me that he/she/they executed	
Notary Public - California E Los Angeles County	the same in his/her/their authorized capacity(ies), and that by his/her/their	
My Comm. Expires Oct 31, 2009	capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or	
	the entity upon behalf of which the person(s)	
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☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐		
☐ Trustee		
Guardian or Conservator		
Other:		
Signer Is Representing:		

Update your bid information here
* Indicates a required field.
Bid Number * PW-ASD 609 Bid Type * Service
Dept * Public Works 🕶
Open Date * March 9 v 2006 v
Close Date * April 3 2006 Closing Time - Hour: 2 Min: 00 PM
Open Continuous - No close date
Amount Enter like 00,000
Bid Title *
STREET SWEEPING SERVICES - REQUEST FOR PROPOSALS
Bid Description - Details *
PLEASE TAKE NOTICE that the County of Los Angeles, through its Department of Public Works, requests proposals for separate contracts for Street Sweeping Services in the below-mentioned areas. Proposers must meet all minimum requirements set forth in the Request for Proposals (RFP) document. If not enclosed with this letter, the RFP with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by
Commodity/Service Code * 96874 Search Commodities/Services Go
Commodity Description: STREET SWEEPING SERVICES
Contact Information
Name * Scott Smith
Phone * 626 - 458 - 4055 - Ext
Email * scsmith@ladpw.org
Click button to process an Amendment ?
Click button to upload an Attachment(s)
Click button to Update Bid
Back to Last Window

FORM PW-9 County of Los Angeles Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Blant/Organization Information Form All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal. FIRM NAME: CleanStreet My County (WebVen) Vendor Number: LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM: X LAM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission. As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference, FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability. **Business Structure:** Sole Corporation - Nonprofit Partnership Franchise Other (Please Specify): Total Number of Employees (including owners): Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories: 20 Who strattings RabelEthmologiaposition Associate Millers Black/African American Hispanic/Latino 2 120 3 Asian or Pacific Islander American Indian Filipino White 3 3 PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed. Black/African Asian or Pacific Hispanic/Latino American Indian **Filipino** White American Islander % % % % Men % % % Women % 100 IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) Minopiya Women al Disadvantaged Disabled Veterar Expiration Date V. DECLARATION DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. Titie: **Chief Executive Officer** March 27, 2006

LOCAL SBE-FIRM-ORGANIZATION FORM.DOC OAAC Rev, 09/2002 PW Rev. 11/2002

County of Los Angeles

Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

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